

**AMENDMENT NO. 3
TO THE
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
JAIME BEAMAN, AIA, INC., DBA CASABELLA ARCHITECTS**

This Amendment No. 3 to the Professional Architectural/Engineering Services Agreement (hereinafter referred to as “Amendment No. 3”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in UGC, Section 1.28), and Jaime Beaman, AIA, Inc., dba CasaBella Architects (hereinafter referred to as “A/E”), located at 3821 Juniper Trace, Suite 104, Austin, Texas 78738 (hereinafter referred to collectively as the “Parties”), to amend the original Professional Architectural/Engineering Services Agreement between the Parties, as amended.

RECITALS

WHEREAS, on August 10, 2016, the parties entered into that one certain *Professional Architectural/Engineering Services Agreement Between the Texas Facilities Commission and Jaime Beaman, AIA, Inc., dba CasaBella Architects* (hereinafter referred to as the “Agreement”); and

WHEREAS, on April 11, 2017 the parties entered Amendment No. 1, to provide for Additional Services and Fees related to design, construction, documentation, bidding, construction administration and warranty services; and

WHEREAS, on January 23, 2018, the parties entered into Amendment No. 2 to the Agreement, to provide for Additional Services and Fees to provide for additional inspections services; and

WHEREAS, the parties now desire to enter into Amendment No. 3 for the purpose of further extending the Term of the Agreement to complete close-out services and participate in warranty inspection; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted House Bill 89 effective September 1, 2017, relating to prohibiting contracts with companies boycotting Israel; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted Senate Bill 252 effective September 1, 2017, relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization; and

WHEREAS, TFC has determined to modify the Contract so that it reflects these prohibitions;

NOW THEREFORE, the parties hereby agree as follows:

1. Unless clearly provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initial caps in the Agreement.
2. The parties agree to modify ARTICLE III – TERM AND TERMINATION – SECTION 3.1 – DURATION, by deleting the paragraph in its entirety and replacing it with the following:

“3.1. Duration. This Agreement shall be effective as of the Effective Date and shall terminate on December 31, 2019, unless extended by the parties by amendment to this Agreement or terminated earlier, as provided below.”

3. The parties hereby agree to modify ARTICLE VI – WARRANTIES AND REPRESENTATIONS MADE BY A/E, by adding SUBSECTIONS 6.1.14 and 6.1.15, which shall read in their entirety as follows:

“6.1.14. Prohibition Against Boycotting Israel. In accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

6.1.15. Prohibition Against Contracting with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If contractor is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay Contractor for any work performed.”

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TFC Contract No. 16-134-000
Amendment No. 3
Casabella Architects
Project No. 15-025-4115

4. All other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 3 to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

By:  _____
DocuSigned by:
Mike Novak
BTC9FC0A8020417...

Mike Novak

Executive Director

Date of execution: 12/21/2018 | 6:51 AM CST

**JAIME BEAMAN, AIA, INC., DBA
CASABELLA ARCHITECTS**

By:  _____
DocuSigned by:
Jaime Palomo
BDE4B71BF8F8447...

Jaime Palomo

Vice President

Date of execution: 12/20/2018 | 4:11 PM CST

G.C. 

Dir. 

D.E.D. 